

CONTRACT #1
RFS # NA
UT Tracking # 90548

University of Tennessee

VENDOR:
MeadMJ, LLC

APR 07 2005

Vice Chancellor for Budget & Finance
407 Andy Holt Tower
Knoxville, TN 37996-0141
Phone: 865-974-4204
Fax: 865-974-8131



THE UNIVERSITY OF TENNESSEE

RECEIVED

APR 07 2005

FISCAL REVIEW

Fax

To: Lerni Chick From: Denise Baulant
Fax: 615-253-2048 ⁰³¹⁸ Date: 4/7/05
Phone: _____ Pages: 15 pages + cover
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ FYI

•Comments:

The first 5 pages contain the responses to the March 30, 2005 data request. The remaining pages contain the original agreement and statement of work. Please let me know if you have any questions.

Response to the questions posed by the Fiscal Review Committee – Contract Services Subcommittee dated March 30, 2005 regarding the subcontract between the University of Tennessee and MeadMJ, LLC.

Submitted April 7, 2005 by Denise Barlow.

Office of the Vice Chancellor of Budget and Finance
University of Tennessee
407 Andy Holt Tower
Knoxville, Tennessee 37996-0141
Phone: 865-974-4204
Fax: 865-974-8131

1. RATE OF COMPENSATION

1.1. How the rates of compensation were determined

Three factors were evaluated to determine a "fair market rate" for the contractor. They were past compensation in the private sector (*see attachment 1*), the current rate (at the time of the original contract) for the State's ITPro contract and, baseline comparisons with other Department of Safety contracts for like services (*see attachment 2*). Rates for compensation also take into account the following:

- 1.1.1. Contractor bears the burden of all insurance benefits, sick days, vacation, taxes (both state and federal)
- 1.1.2. Contractor bears the burden of all personal expenses, travel, and lodging as required - Contract Item 4 § (d) and § e
- 1.1.3. Contractor supplies all specialty equipment or software the contractor deems necessary and that the contractor uses in the performance of assigned tasks

2. PERFORMANCE MEASURES IN THE ORIGINAL CONTRACT

2.1. Professional Standards, Compliance with Regulations, Maximum Liability

Status: All contract stipulations have been met

2.2. Pupil Transportation Inspections (Executive Order No. 45; TCA Title 49, Chapter 6, Part 21)

- 2.2.1. Objective – Create, implement, and deploy a School Bus Inspection program to all Pupil Transportation inspectors

Status - Complete (*note: corrected a long standing audit discrepancy*)

2.3. Commercial Vehicle Operations

- 2.3.1. Objective – Commercial Vehicle Information Systems Network (CVISN) Level One Compliance by September 2003
Status - complete

- 2.3.2. Objective - Request federal assistance for Commercial Motor Vehicle Accident data improvement
Status - \$436,000.00 grant request completed, Grant awarded to Safety in July of 2004

- 2.3.3. Objective – Analyze, propose, and implement improvement strategies for Safety's Commercial Motor Vehicle Accident business processes, data dictionary, and daily federal reporting operations
Status - 60% complete (*in progress*)

- 2.3.4. Objective – Analysis, design, and produce specifications for Tennessee's first Virtual Weigh Station

Status – Complete, Submitted to TDOT for engineering planning and to commence work

3. PERFORMANCE MEASURES FOR THE PROPOSED AMENDMENT

3.1. Department of Safety's Strategic Plan 2003-2004

3.1.1. 349.03 Highway Patrol – Performance Measures

- a. Rate of reduction in the average number of days to upload Commercial Motor Vehicle (CMV) Accident data to federal database
- b. Rate of increase in the accuracy of data collected, reposed, and reported to federal databases
- c. Amount of federal revenue incentive money reinstated to Safety due to more timely, accurate data reported to federal databases (*one hundred thousand + per year*)
- d. Accurate calculations of the rate of fatalities involving large trucks per 100 million Commercial Motor Vehicle Miles Traveled (CMVMT)

3.2. Commercial Motor Vehicle Motor Vehicle Accident Data Improvement

3.2.1. 100% Completion of 2.3.3 above

3.2.2. CMV and Fatality Analysis Reporting System (FARS) Motor Vehicle Accident data repository compliance with the following standards:

- a. National Highway Traffic Safety Administration (NHTSA)
 - b. National Governor's Association (NGA) Model Minimum Uniform Motor Vehicle Accident Criteria (MMUCC)
 - c. Federal Motor Carrier Safety Administration (FMCSA)
- 3.2.3. Statistical integrity and validity of Motor Vehicle Accident report data collected electronically (*percentage of correctness in reposed Motor Vehicle Accident data*)
- 3.2.4. Completion of business model and federal reporting procedures for Commercial Vehicle Analysis Reporting System (CVARS) Program
- 3.2.5. Completion of business model and federal reporting procedures for FARS

3.3. Motor Vehicle Accident Records

- 3.3.1. Analyze, design, and implement an interface with the Governor's Highway Safety Office technology agenda for local law enforcement agencies to collect and report motor vehicle accident data to Safety
- 3.3.2. Number of Motor Vehicle Accident reports submitted electronically (*paperless*)
- 3.3.3. Number of Motor Vehicle Accident reports validated electronically (*co-occurrence constraints*)
- 3.3.4. Number of driver history records correctly updated to reflect driver Motor Vehicle Accident involvement.
- 3.3.5. Number of geographic locations (*e.g., work zones, intersection, statewide*) identified to have a high incident of motor vehicle accidents for the following types:
 - a. Fatalities
 - b. Fatalities involving CMV's
 - a. Bodily Injury (*non-fatal*)
 - c. Property damage only

3.4. Virtual Weigh Station

- 3.4.1. Successful site identification and selection for second Virtual Weigh Station
- 3.4.2. Successful completion and acceptance of specifications and plan for second Virtual Weigh Station
- 3.4.3. Trends – individual site analysis
 - a. The number of repeat offenders identified
 - b. Number of axle spacing violations
 - c. Number of gross weight violations
 - d. Number of Bridge Formula violations
 - e. Number of bypass violations
 - f. Number of CMV citations by citation type per site
- 4. METHOD OF DETERMINING IF PERFORMANCE MEASURES WERE ACHIEVED BY THE VENDOR**
 - 4.1. Work results and artifacts are linked directly to Safety's Performance Based Budget
 - 4.2. Work results and artifacts are linked directly to Safety's Strategic Plan (as per 2 and 3 above) and to Safety's Information Systems Plan (e.g., Commercial Vehicle Motor Vehicle Accident Data Improvement, the contractor secured the Federal grant and is proceeding with business process analysis, data collection, and repository requirements, and documentation of a Safety approved solution)
- 5. EXPLANATION FOR THE EXTENSION OF THE FIRST CONTRACT AMENDMENT WITH ADDITIONAL MONEY**
 - 5.1. We are seeking an extension of the first contract in order that work currently being performed by MeadMJ, LLC will not be interrupted and crucial projects will be completed for the Department of Safety. The additional money for this contract extension is due to the fact that we are seeking an extension through the end of the University of Tennessee and Department of Safety contractual period, which ends in 2007. The Federal Motor Carrier Safety Administration through grants, which support these projects, currently funds this contract.

Attachment 1**Financial Disclosure, MeadMJ, LLC/Tennessee Department of Safety**

CLIENT	CONTRACTING AGENCY	DATE	EXPENSES	HOURLY RATE
General Motors, Inc.	Open Engineering, Inc.	Summer, 1999	Open Engineering, Inc.	\$75.00
Bellsouth	MeadMJ, LLC	Fall, 1999	MeadMJ, LLC	\$95.00
Pfizer Pharmaceuticals	Adept, Inc.	Winter-Summer, 2000	MeadMJ, LLC	\$75.00
TDOS	Majestic Systems Integration State Rate BAI	Summer, 2000 – April, 2003	MeadMJ, LLC	\$55.00 - \$57.75
TDOS	University of Tennessee	April, 2003-Current	MeadMJ, LLC	\$60.00

Hourly Rate Billed	Deductions	Approximate Net Rate
\$60.00	Based on Gross Income:	
	Income Tax Rate: 33%	
	Self-Employment Tax: 15%	
	Total % of gross rate paid in taxes: 48%	\$31.20 **

CONTRACT DOES NOT PROVIDE:

Insurance benefits (medical/life/health) (provided by contractor/MeadMJ, LLC)

Sick days – days missed are not billed

Vacation days – days missed are not billed

ATTACHMENT 2

Contract Service Rates Paid to Contractor OTHER THAN MeadMJ, LLC by Safety for
the Same/Similar Services During the Same Time Period

TASK	TRAINING CATEGORY	HOURLY RATE
Requirements Definition	Client Analyst	\$95.00
Functional Design	Client Analyst	\$95.00
Detail Design	Senior Programmer Analyst	\$125.00
Software Development/Unit Testing	Senior Programmer Analyst	\$125.00
Project Analysis/Review	Systems Analyst	\$110.00
Quality Assurance Testing	Client Analyst	\$95.00
Documentation	Client Analyst	\$95.00
Installation/Implementation	Senior Technical Specialist	\$100.00
Data Dump/Bulk Load	Senior Technical Specialist	\$100.00

Source: Current Safety contract - ACS State and Local Solutions, Inc

80846

CONSULTING SERVICES AGREEMENT

This agreement, effective the 15th day of April, 2003, is between The University of Tennessee, located in Knoxville, Tennessee, (hereinafter referred to as THE UNIVERSITY), and MeadMJ, LLC, (hereinafter referred to as CONSULTANT) located at 7051 Highway 70 South, Nashville, TN 37221.

In consideration of the covenants and agreements set forth and payments to be made, the parties agree as follows:

1. **COMPUTER SERVICES AND BUSINESS ANALYSIS.** CONSULTANT agrees to provide the services of a qualified computer consultant and business analyst who will perform a specific job or jobs as assigned by THE UNIVERSITY and its specified agents, using those procedures and for accomplishing the job(s) as deemed necessary by the CONSULTANT to meet the directives of THE UNIVERSITY. Agreement of the functions to be performed and estimated dates of completion/priority rankings of any jobs or services will be determined by THE UNIVERSITY and CONSULTANT, in compliance with the overall job description set forth by THE UNIVERSITY.
2. **COMPENSATION.** CONSULTANT shall be compensated for services, and University of Tennessee shall pay CONSULTANT for all hours billed through the University submitted by CONSULTANT and approved by THE UNIVERSITY, at a rate of \$60.00 per hour. The CONSULTANT shall be responsible for submitting an invoice for services rendered to University of Tennessee. The CONSULTANT and THE UNIVERSITY representative must sign each invoice. Payment will be made directly to CONSULTANT within 30 days of receipt of invoice. The CONSULTANT has the obligation to pay all applicable federal, state and local taxes on all compensation. When required, The University of Tennessee will issue IRS Form 1099-MISC to the CONSULTANT as non-employee income subject to self-employment tax. No insurance or retirement benefits will be provided to CONSULTANT.
3. **INDEPENDENT CONTRACTOR.** The parties to the Agreement intend to create the relationship of independent contractor, and CONSULTANT will not become, by reason of its performance under the terms of this Agreement, an agent or employee of University of Tennessee or the Tennessee Department of Safety, and no joint enterprise or partnership is intended by this Agreement. CONSULTANT and THE UNIVERSITY shall confer and agree to the manner, means, place, and time the services required of them hereunder are to be performed. CONSULTANT has no actual or apparent authority to assume or create any obligation on behalf of University of Tennessee, unless approved in writing by a representative of THE UNIVERSITY and Tennessee Department of Safety.
4. **OTHER COVENANTS OF CONSULTANT.** CONSULTANT agrees as follows:
 - a) **Standards.** CONSULTANT agrees to provide computer application and business analysis procedures to THE UNIVERSITY in accordance with recognized programming, system standards, and best business practices.
 - b) **Compliance with Regulations.** CONSULTANT agrees to advise THE UNIVERSITY on how to manage its computer equipment and facilities to be in compliance with all applicable statutes, regulations, rules and directives of

federal, state, and local government regulatory bodies having jurisdiction over THE UNIVERSITY or the CONSULTANT, and in compliance with the policies and regulations of THE UNIVERSITY, and in compliance with all accepted and approved methods and practices of computer programming, information systems, and best business practices.

- c) Records. CONSULTANT agrees to keep accurate and complete records, which shall remain the property of CONSULTANT. THE UNIVERSITY has the right to copy, at their own expense, any records or preserved materials relating to services rendered by CONSULTANT upon the termination of this Agreement.
- d) Personal Expenses. CONSULTANT agrees to be responsible for all personal expenses, business expenses, travel expenses, and professional expenses, including but not limited to off-site office rent, supplies, clerical assistance, telephone expenses, income taxes, sales taxes, payroll taxes, membership fees and dues, convention and seminar expenses, meetings, meals, lodging, travel expenses, medical insurance, disability insurance, life insurance, workers compensation insurance, or any benefit incurred by CONSULTANT, unless specifically requested by THE UNIVERSITY.
 - (1) CONSULTANT agrees that THE UNIVERSITY has the right to provide reimbursement for supplies, software, equipment directly related to contractual performance that are to remain the property of THE UNIVERSITY, as well as fees and seminar expenses incurred by the CONSULTANT at the request of THE UNIVERSITY.
- e) Travel. CONSULTANT agrees to travel as necessary to perform contractual duties and obligations as delegated by THE UNIVERSITY. All travel expenses are the expressed responsibility of CONSULTANT.
- f) Conflicts of Interest. The CONSULTANT certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.

- 5. MAXIMUM LIABILITY. In no event shall the maximum liability of the UNIVERSITY under this agreement exceed \$156,000.
- 6. TERM OF AGREEMENT. The term of this agreement shall be April 15, 2003 through April 14, 2004.
- 7. NONDISCRIMINATION. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. TERMINATION FOR CAUSE. If the CONSULTANT fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.

9. **LOSS OF FUNDING.** CONSULTANT agrees that this contract is dependent upon funding from the Tennessee Department of Safety in the form of a contract between that agency and the University of Tennessee and that should that funding be terminated, this agreement between MeadMJ, LLC and The University of Tennessee would be terminated. In the event of termination Consultant would be paid for all approved work to the date of notice of termination.
10. **NOTICES.** All notices and other communications between the parties shall be deemed sufficiently given when hand delivered or sent by prepaid United States mail or other recognized carrier, addressed as follows:

a. If to University: Mr. Robert Russell
The University of Tennessee
The Center for Transportation Research
2360 Cherahala Blvd.
Knoxville, TN 37932

b. If to Consultant: Ms. Fran Watkins
MeadMJ, LLC
7051 Highway 70 South
Nashville, TN 37221

MeadMJ, LLC**THE UNIVERSITY OF TENNESSEE**

Signature

Name

Title

Date


Signature

Name

Title

3/26/03
Date

7003

Statement of Work
Tennessee Department of Safety
Commercial Vehicle Division

Monday, March 10, 2003

*Task Order 4 Statement of Work**Table of Contents*

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Task Order 4 Statement of Work

This document will serve as agreement to the statement of work to be accomplished by MeadMJ, LLC, hereinafter referred to as "Contractor." The agreement is with the Center for Transportation Research at The University of Tennessee, hereinafter referred to as "State." This agreement is for the provision of Commercial Vehicle Operations (CVO) technical assistance to the Tennessee Department of Safety, Commercial Vehicle Division, hereinafter referred to as "Division", as further defined in the "SCOPE OF SERVICES."

The Contractor is: MeadMJ, LLC, Box 270, 7051 Highway 70 South, Nashville, Tennessee 37221, Phone Private Office (615) 662-9655, Mobile (615) 390-2469, CVO Office (615) 687-2333, E-mail meadmjl@comcast.net

The Contractor's place of incorporation or organization is Tennessee.

1 Scope of Services

1.1 Synopsis

The contractor will provide technical, business, and software engineering expertise, labor, tools and supplies, and on-site assistance in the facilitation of Commercial Vehicle initiatives. The contractor will provide services directly to the Department in collaboration with the Division. The contractor will provide information technology systems integration analysis. The contractor may provide project management as requested. The total duration of this agreement will coincide with the term of contract #03-00964-00.

1.1.1 Contractor Responsibilities

- In-depth knowledge of FMCSA ITS/CVO initiatives (CVISN)
- Analyze, develop, and manage large budgets
- Identification of budget performance measures for business process improvement
- Rationalize business needs into effective business processes
- Project-based approach to business problem solving
- Communicate with a diverse range of sponsors, stakeholders, client staff, and vendors
- Assist the collective efforts of sponsor, stakeholders and operational staff towards their objectives
- Contribute to and enhance change projects in partnership with the departmental executive leadership
- Represent client business interests, helping articulate real business needs
- Bridge gaps between IT and the business client
- Work with specialists during the feasibility and implementation phases of a project
- Derivation of key process and/or management information from IT contexts
- Commercial Vehicle Operations Data modeling
- Object Oriented Modeling
- Federal grant process facilitation and execution
- Affect change in diverse, heterogeneous technology environments

The contractor will provide technical business, information technology, and software engineering expertise, labor, tools and supplies, and on-site assistance to facilitate Commercial Vehicle initiatives.

The contractor will not be required to provide any implied or explicit statements of warranty.

Work including other initiatives will be covered under other Statement of Work documents.

The contractor will be a sub-contractor to the Center for Transportation Research at the University of Tennessee. The contractor will coordinate all activities with the Division at its work site. Work accomplished under the scope of this agreement will be directed by the Division and, from time to time,

Task Order 4 Statement of Work

The Department's Information Systems Section. The time, place, hours worked, and deliverables under this agreement will be negotiated between the contractor and the Division as an ongoing matter of the Division's day-to-day operations. The contractor is responsible for all of the contractor's travel expenses unless otherwise specified by the Division.

1.1.2 Program Management

The contractor will provide project initiation and management (as requested) throughout the duration of this agreement. The project manager will address all customer needs in getting Commercial Vehicle initiatives completed expertly and efficiently. The contractor will provide expert advice and direction to the Division's leadership and when appropriate will seek out and facilitate communications between the Division and experienced system engineers, technical representatives, product and system analysts, vendors, and other technical expertise as required. The contractor will make recommendations for Information Technology resource utilization within the Division.

The contractor will provide the State with timely status reports, which summarize objectives and progress, outline present status including problem areas, and set objectives for any upcoming work to be accomplished. The status report will directly relate to progress made toward tasks that are documented in the Division's Safety Plan, Information Systems Plan, CVISN plan, PRISM plan, CDL improvement plan, 800 MHz radio data wireless communications plan, and Weight Station and infrastructure improvement plans.

2 Budgetary Considerations

The table below shows the maximum liabilities under this agreement. Although it is not likely that the any of the maximums will be realized, under extenuating circumstances they may be. The total maximum liability to the Division of this agreement shall not exceed \$234,000.00 U.S. Dollars per year. The total cost is contingent upon the availability of the Division's Federal funds.

Contractor Hourly Rate (<i>this agreement only</i>)	\$60.00	
Contractor Maximum Number of Hours Allowed	2600.00	
Contract Maximum Hourly Liability Allowed	\$156,000.00	$\Leftarrow (2600 * \$60.00)$
University of Tennessee Overhead	0.15	
Maximum Possible Liability Allowed	\$23400.00	$\Leftarrow [(\$156,000 * 15\%) + \$156,000.00]$

Contractor Signature


 Michael J. Meador, Principal Managing Partner, MeadML, LLC
Date 3/11/03

Division Signature


 Commercial Vehicle Division, Tennessee Department of Safety
Date 3/11/03

State Signature


 Center for Transportation Research Center, University of Tennessee

Date _____

THE UNIVERSITY OF TENNESSEE **JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS**

For Department Use: Requisition # if applicable _____ Contractor/Vendor Name _____ \$ Amount _____	<input type="checkbox"/> Contract <input type="checkbox"/> Requisition	For Contract (Business) Office Use: Contract Tracking # _____
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The purpose of the justification form is to show that competitive bidding is not required or is impractical because only one vendor or contractor can meet a specific need. This form must accompany purchase requisitions and proposed contracts for goods or services that are to be obtained non-competitively but exceed the bid limit. The purchasing department or contract (business) office, as appropriate, will determine whether the bid process should be waived on a case-by-case basis. For more information on bid thresholds and the University's purchasing and contracting policies, see Fiscal Policy Sections 050 and 130, respectively.

Note: Properly documented emergency purchases may be excluded from competitive bidding under certain conditions. The purchasing department or contract office should be called as soon as possible to expedite the process. Departments should then complete this form to confirm the emergency.

Please check the applicable item(s) to justify the non-competitive purchase of a product or service. Provide detailed explanations when requested below.

The product or service, by its nature, cannot be competitively acquired and is therefore preapproved as a non-competitive purchase. Provide the preapproval number as listed in Appendix D of Fiscal Policy Section 050. Preapproval # _____.

Purchasing director (designee) or contract officer (designee) _____
STOP HERE. NO ADDITIONAL APPROVAL, ROUTING, OR EXPLANATION IS REQUIRED.

- ☒ Only one product or service can meet the specific need and the product or service is available from only one source. Explain why below.
- ☐ Urgent need or an emergency situation prevents competitive methods. Explain the circumstances of the emergency below.
- ☐ Compatibility or consistency with past acquisitions of products or services is essential (e.g., avoiding additional costs by changing the supplier of the product or service). Explain below why compatibility or consistency is necessary.
- ☐ The contract is for services from another governmental unit, such as a State or federal agency, or from another college or university. Specify below.

Provide a full explanation to support the justification(s) as requested above and obtain the required approvals on page 2. Attach additional pages as needed.


 Department Head
 (or person responsible for the account)

3/3/03
 Date

**THE UNIVERSITY OF TENNESSEE
JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS**

Approvals

Approved

Denied

Purchasing Requisitions

() ()

Purchasing Director
(or designee)

Date

() ()

Chief Business Officer
(or designee)

Date

Contracts Between \$2,000 and \$50,000*

(E) ()

Contract or Chief Business Officer
(or designee)

Date

Contracts Over \$50,000*

(✓) ()

Billing Cullen 3/26/05
Contract or Chief Business Officer Date

() ()

Purchasing Director

Date

* The campus contract or business office must send copies of these justification forms quarterly to UWA Audit and Consulting Services for review. Forms completed for products and services pre-approved as non-competitive purchases should not be sent to Audit and Consulting Services.

Sole Source Justification

UT Provide Tennessee Department of Safety (TDOS) Services of Michael Meador

Michael Meador is in a unique position to provide the technical assistance required due to his previous work experience with the Department of Safety and the Commercial Vehicle Division. TDOS feels that having someone under contract who will be able to work independently of their everyday business needs will be able to provide assistance for future departmental improvements. He is the only person with his qualifications who has such detailed technical and specialized knowledge of the business practices and legal requirements TDOS operates under. He also has in-depth experience and knowledge of ongoing projects and concepts for future improvements. It is TDOS intent that Michael will serve in the capacity of an on-site technical advisor, as well as a technical liaison and resource for all service units under the CVIP contract. Under the CVIP contract Michael will research and secure any available funding for ongoing projects, provide project plans as needed, and assist in researching the use of better business practices and technical advances in conjunction with The University of Tennessee.



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Representative Charles Curtiss
Chairman

Senator Don McLeary
Vice-Chairman

March 30, 2005

Denise Barlow
Vice Chancellor of Budget and Finance
University of Tennessee
407 Andy Holt Tower
Knoxville, Tennessee 37996-0141

RE: University of Tennessee and MeadMJ, LLC

Dear Ms. Barlow:

At the direction of the Contract Services Subcommittee, I am writing to request additional information for the above referenced contract that was presented to the Subcommittee on March 28, 2005 and held over for further review.

We would appreciate your providing us with detailed information concerning the costs associated with this contract and the proposed amendment by Friday, April 8, 2005. Specifically, we are interested in the rate of compensation for the vendor; how these rates were determined; the performance measures incorporated in the original contract and in the proposed amendment; the method of determining if such performance measures were achieved by the vendor and an explanation for the extension of the first contract amendment with additional money. A copy of the original contract and any supporting documentation would be appreciated.

Thank you for your cooperation. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "J. W. White", written over a horizontal line.

James W. White
Executive Director

cc: The Honorable Charles Curtiss, Chairman
The Honorable Don McLeary, Vice-Chairman

THE UNIVERSITY OF TENNESSEE



Vice President for Administration and Finance

711 Andy Holt Tower

Knoxville, TN 37996-0174

(865) 974-2243

FAX (865) 974-1324

RECEIVED

March 22, 2005

MAR 22 2005

Mr. Jim White
Executive Director
Fiscal Review Committee
G-19 War Memorial Building
Nashville, TN 37243-0057

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting this non-competitively bid contract exceeding \$250,000 for comment in accordance with Public Chapter 413, Public Acts of 2003:

UT Knoxville and MeadMJ, LLC

The Tennessee Department of Safety (TDOS) contracted with the University of Tennessee, Knoxville in April 15, 2003 to April 14, 2004. MeadMJ, LLC a named subcontractor in the contract between TDOS and UTK because of the expertise of Mr. Michael Meador, provides technical support for the Commercial Vehicle Enforcement (CVE) information systems. The attached amendment extends the current contract period (April 15, 2004 – April 14, 2005) through August 31, 2007 in order to preserve the continuity of prior work. TDOS has numerous ongoing federally-mandated system upgrades that would stop resulting in a significant loss of funding if these services are not acquired. The contract amendment totals \$327,750 bringing the total subcontract to an amount not to exceed \$621,750.

If you have questions or need additional information, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Sylvia Shannon Davis".

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen
Dr. Loren Crabtree

THE UNIVERSITY OF TENNESSEE
JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS
Values of \$50,000 or More

Contract Tracking Number

90548

Requisition Number for Items Processed through Purchasing: _____

This form must be completed for all non-competitive purchases for goods or services that are secured either through a purchasing requisition or a contract for expenditures of \$50,000 or more. This form and any other documents that support the justification of a non-competitive purchase must be approved in advance of securing the goods or services. Approvals include the Department Head, Director of Purchasing, and the Chief Business Officer or their designees. The Chancellor or Vice President or designee must approve expenditures of \$100,000 or more. The Vice President for Administration and Finance, or designee, must approve expenditures of \$250,000 or more.

Non-competitive service contracts, including amendments that cumulatively exceed \$250,000 must be routed to the Tennessee Legislative Fiscal Review Committee for comment. The Fiscal Review Committee has 15 days from the receipt of the contract information for comments. A minimum of 30 days will be required to process service contracts exceeding \$250,000.

Information Related to the Purchase of the Goods or Services

1. Type of Request:

Non-Competitive Contract (Sole-Source) ☒
Contract thru Purchasing ☐
Requisition thru Purchasing ☐

2. Prepared By:

Name: Robert Russell
Email address: russel5@utk.edu
Phone No: 974-6426

3. Cost Center or WBS Element:

Name: CVIP Project
Number: R01-2517-060

4. Proposed Contractor or Vendor:

Name: MeadMJ, LLC
Address (Street): 7051 Highway 70 South
Address (City, State, and Zip Code): Nashville, TN 37221

Revised November 1, 2004

5. Effective Date:

Beginning Date

15 April 2005

Ending Date

31 August 2007

6. Estimated Cost:

\$327,750.00

7. Source of Funds (e.g. state funds, federal funds, etc.):

State Funds

8. Is this an amendment to an existing contract/purchase order?☒ Yes☐ No**9. If Yes,**

Number of Original Contract/Purchase Order

Beginning Date of Original Contract/Purchase Order

15 April 2003

Amount of Original Contract/Purchase Order

\$138,000.00 + 156,000 = 294,000

Accumulated Cost with this amendment

~~\$327,750~~ 621,750**10. Describe the primary reason the University is entering into this contract/purchase**

The services of Michael Meador are crucial to continuance of federally supported information systems technical support for TDOS. The CVE Division of TDOS is minimally staffed with support personnel and relies on contractor technical experts to provide most non law enforcement functions. TDOS currently has numerous ongoing federally mandated information systems upgrades that would stop with loss of significant funding if these services are not acquired.

11. Describe the goods or service to be acquired.

We are requesting that the services of Michael Meador be provided to continue to the end of the basic contract (28.5 months) to meet the goals of Service Unit 4 under the five year continuing contract CTR has with the Tennessee Department of Safety (TDOS). Michael is in a unique position to provide the technical assistance required due to his previous work experience with the Department of Safety and the Commercial Vehicle Enforcement Division. Michael's continuance is crucial due to his ability to work independently on TDOS everyday business needs and provide assistance and visioning for future departmental improvements. He is the only person with his qualifications who has such detailed technical and specialized knowledge of the business practices and legal requirements TDOS uses. He also has in-depth experience and knowledge of ongoing projects and concepts of future projects. It is TDOS' intent that Michael will continue to serve as the on-site technical advisor as well as technical liaison and resource for all service units under the CVIP contract. Under the CVIP umbrella contract, Michael directs and manages project progress to ensure achievement of TDOS goals and UT's needs to ensure use of better business practices are incorporated and provision for other logistics needs not provided for in the contract.

Revised November 1, 2004

12. Is there an urgent need or an emergency preventing competitive methods?

☐ Yes ☒ No ☐ N/A

If yes, please explain:

.....

.....

.....

Revised November 1, 2004

13. Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source.

☒ Yes ☐ No ☐ N/A

If yes, please explain:

Michael Meador has unique experience and knowledge of TDOS business practices and how they relate to the newest federally mandated information systems that ensure TDOS remains a leader in national Commercial Vehicle Enforcement (CVE). Michael has years of TDOS detailed business process knowledge that would be impossible to replace if lost. He knows and works well with the key people in TDOS, other State departments, and Federal departments such as the Federal Highway Administration and the Federal Motor Carrier Safety Administration. He also has long established working relations with other state CVE technical personnel performing his same tasks. Michael provides the technical bridge between an agency that has few technical or support personnel and the information systems heavy technical environment of today's change in management focus. Michael coordinates and manages TDOS's project to link Tennessee Commercial Vehicle Data bases with all other states. This multi-year project has been Michael's for the past few years and is expected to continue for years into the future. Michael also has in depth knowledge of UT and UT research processes. Michael was a UT employee in the past. This UT experience is invaluable to TDOS and UT as the UT culture is blended with the law enforcement culture of the Tennessee Department of Safety. Michael is one of those key, trusted players that TDOS can hardly do without. He has knowledge and experience that was gained from his inside position at TDOS that no other competitor could replicate or gain. The TDOS sponsor feels that Michael Meador offers one-of-a-kind talent and experience that must be retained through continuance of his sub-contract through UT and the CVIP project. TDOS would experience great harm if another contractor were selected.

14. Does proposed contractor or vendor have experience providing same or similar goods or services?

☒ Yes ☐ No

15. Has the department ever purchased these same goods or services from this vendor?

☒ Yes ☐ No

If yes, what procurement method was used? (Ex. Competitive, Non-Competitive, etc.)

Non-Competitive

16. If for services, was an effort made to use existing University employees to perform services?

☐ Yes ☒ No

If no, why not?

No UT personnel have the requisite experience and detailed knowledge of the IT programs, technical law enforcement issues, and stakeholder interfaces to perform the complex tasks. Since Mr. Meador is a technical expert in the CVE Law Enforcement field supported by

Revised November 1, 2004

federally funded information systems, we determined that we did not have anyone at UT with the requisite qualifications. This position is also located at TDOS CVE Headquarters in Nashville remote from the UT campus where our info systems and law enforcement expertise is located.

17. Is the contract for services from another governmental unit, such as a State or federal agency, or from another college or university?

☐ Yes☒ No

Justification

A complete justification must be provided to explain why the University should acquire the goods or services through non-competitive procurement request rather than through a competitive process. (Note: Being the "only known" or "best" is not deemed adequate justification.)

This Non-competitive services sub-contract should be procured because Michael Meador has unique experience and knowledge of TDOS business practices and how they relate to the newest federally mandated information systems that ensure TDOS remains a leader in national Commercial Vehicle Enforcement (CVE). Michael has years of TDOS detailed business process knowledge that would be impossible to replace if lost. He knows and works well with the key people in TDOS, other State departments, and Federal departments such as the Federal Highway Administration and the Federal Motor Carrier Safety Administration. He also has long established working relations with other state CVE technical personnel performing his same tasks. Michael provides the technical bridge between an agency that has few technical or support personnel and the information systems heavy technical environment of today's change in management focus. Michael coordinates and manages TDOS's project to link Tennessee Commercial Vehicle Data bases with all other states. This multi-year project has been Michael's for the past few years and is expected to continue for years into the future. Michael also has in depth knowledge of UT and UT research processes. Michael was a UT employee in the past. This UT experience is invaluable to TDOS and UT as the UT culture is blended with the law enforcement culture of the Tennessee Department of Safety. Michael is one of those key, trusted players that TDOS can hardly do without. He has knowledge and experience that was gained from his inside position at TDOS that no other competitor could replicate or gain. The TDOS sponsor feels that Michael Meador offers one-of-a-kind talent and experience that must be retained through continuance of his sub-contract through UT and the CVIP project. TDOS would experience great harm if another contractor were selected.

In addition to the immediate loss of expertise if Mr. Meador is not continued, it would require years to recover to the level of current performance. This reattainment of competency may be impossible since nobody else at TDOS has the knowledge and experience or the time to provide the training.

The award from the TDOS specifying that Michael Meador (Meador, LLC) is to have his contract extended.

APPROVAL OF SUBCONTRACT*

Prime Contracting Agency: Tennessee Department of Safety
Prime Contract No.: ED 03-00964-00
UT Restricted Account No.: R01-2517-060
UT Balance Account No.: E01-2510
UT Principal Investigator(s): Dr. Tom Urbanik
Mr. Robert Russell

Legal Name of Subcontractor: MEADMJ, LLC
Address: #270, 7501 Highway 70, South
Nashville, TN 37221

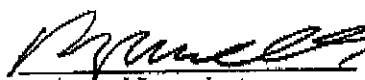

Individual's SSN: 415-92-4425 or Employer ID No. (EIN) 62-1764821

Amount to be Paid: \$ 327,750.00

(Must be no more than that amount which has been obligated to the University in the prime contract.)

Period of Performance: April 15, 2005 through August 31, 2007

Each of the undersigned acknowledges his/her responsibility for both the prime award and for this subcontract. Further, each of the undersigned has reviewed and found the proposed budget or rate of consultant pay to be satisfactory, and therefore, each expressly approves the issuance of this subcontract.

	<u>2/2/05</u>		<u>2/2/05</u>
Principal Investigator	Date	Department Head	Date
E-mail Address: <u>rrussel5@utk.edu</u>		E-mail Address: <u>dreed@utk.edu</u>	

Attach: Subcontractor's proposal or statement of work and budget
Source selection justification

*This term is used generically to include all types of agreements which the University may utilize to pay or reimburse an individual or other entity for effort under a sponsored activity.

E012510

(OR 5/23/00)



TENNESSEE DEPARTMENT OF SAFETY
Professional Standards Division
Research, Planning, and Development
1150 Foster Avenue
Nashville, Tennessee 37210

TENNESSEE DEPARTMENT OF SAFETY TASK ORDER

DATE: January 20, 2005 SERVICE UNIT: 4 CONTRACT# ED-03-00964-00

PRINCIPLE ADMINISTRATOR: Tom Urbanic
PHONE# 865-974-7709
E-MAIL ADDRESS: TURBANIC@UTK.EDU

CONTRACTOR'S PROJECT MANAGER: Robert Russell
PHONE#: 865-974-1477
E-MAIL ADDRESS: rrussel5@utk.edu

This letter will serve as notice and authorization to begin work and to allocate funds under the contract number and service unit identified above. It will also serve as authorization to make necessary purchases to complete the task(s) described herein. All invoices for work performed under this Task Order MUST BE submitted to the DOS Contract Administrator for verification of work and submission for payment.

(The DOS Sponsor and Contract Administrator must be copied on all correspondence)

DOS CONTRACT ADMINISTRATOR: Lt. Joel R. Moore
PHONE# (615) 687-2405
E-MAIL ADDRESS: joel.moore@state.tn.us

Original Invoices and 1 copy to: Menzler-Nix Building, 1150 Foster Avenue, Nashville, TN 37249-1000

DOS SPONSOR: Mike Walker
PHONE#: 615-687-2400
EMAIL ADDRESS: mike.walker@state.tn.us

DOS PROJECT MANAGER: Joel R. Moore
PHONE #: 615-687-2405
E-MAIL ADDRESS: joel.moore@state.tn.us

TASK OVERVIEW AND/OR PURPOSE: To secure the services of a person with working knowledge of the Department of Safety's commercial vehicle operations that is able to perform analysis and programming as required by the Department.

TASK DESCRIPTION: Extend the existing contract with Michael Meador (MMJ,LLC) through the end of the existing UT contract

MILESTONE/DELIVERABLE: Specified project plans, proposals, grant requests, and other task relating to CVE programs and projects

DUE DATE: Renew by April 1, 2005

FINAL DELIVERABLE: Contracting/consulting services as required and requested

FINAL DUE DATE: August 31, 2007

REVIEWED AND ACCEPTED BY:



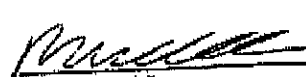
DOS Sponsor
Date 1/27/05



DOS Project Manager
Date 1/20/05



DOS Contract Administrator
Date 1/20/05



UT Project Manager
Date 1/20/05



UT Principle Administrator
Date 1/21/05



University of Tennessee
Date 2/4/05

Task# _____	Budgeted Amount \$158,700/ year
UT R# _____	

80046

CONSULTING SERVICES AGREEMENT

This agreement, effective the 15th day of April, 2003, is between The University of Tennessee, located in Knoxville, Tennessee, (hereinafter referred to as THE UNIVERSITY), and MeadMJ, LLC, (hereinafter referred to as CONSULTANT) located at 7051 Highway 70 South, Nashville, TN 37221.

In consideration of the covenants and agreements set forth and payments to be made, the parties agree as follows:

1. **COMPUTER SERVICES AND BUSINESS ANALYSIS.** CONSULTANT agrees to provide the services of a qualified computer consultant and business analyst who will perform a specific job or jobs as assigned by THE UNIVERSITY and its specified agents, using those procedures and for accomplishing the job(s) as deemed necessary by the CONSULTANT to meet the directives of THE UNIVERSITY. Agreement of the functions to be performed and estimated dates of completion/priority rankings of any jobs or services will be determined by THE UNIVERSITY and CONSULTANT, in compliance with the overall job description set forth by THE UNIVERSITY.
2. **COMPENSATION.** CONSULTANT shall be compensated for services, and University of Tennessee shall pay CONSULTANT for all hours billed through the University submitted by CONSULTANT and approved by THE UNIVERSITY, at a rate of \$60.00 per hour. The CONSULTANT shall be responsible for submitting an invoice for services rendered to University of Tennessee. The CONSULTANT and THE UNIVERSITY representative must sign each invoice. Payment will be made directly to CONSULTANT within 30 days of receipt of invoice. The CONSULTANT has the obligation to pay all applicable federal, state and local taxes on all compensation. When required, The University of Tennessee will issue IRS Form 1099-MISC to the CONSULTANT as non-employee income subject to self-employment tax. No insurance or retirement benefits will be provided to CONSULTANT.
3. **INDEPENDENT CONTRACTOR.** The parties to the Agreement intend to create the relationship of independent contractor, and CONSULTANT will not become, by reason of its performance under the terms of this Agreement, an agent or employee of University of Tennessee or the Tennessee Department of Safety, and no joint enterprise or partnership is intended by this Agreement. CONSULTANT and THE UNIVERSITY shall confer and agree to the manner, means, place, and time the services required of them hereunder are to be performed. CONSULTANT has no actual or apparent authority to assume or create any obligation on behalf of University of Tennessee, unless approved in writing by a representative of THE UNIVERSITY and Tennessee Department of Safety.
4. **OTHER COVENANTS OF CONSULTANT.** CONSULTANT agrees as follows:
 - a) **Standards.** CONSULTANT agrees to provide computer application and business analysis procedures to THE UNIVERSITY in accordance with recognized programming, system standards, and best business practices.
 - b) **Compliance with Regulations.** CONSULTANT agrees to advise THE UNIVERSITY on how to manage its computer equipment and facilities to be in compliance with all applicable statutes, regulations, rules and directives of

federal, state, and local government regulatory bodies having jurisdiction over THE UNIVERSITY or the CONSULTANT, and in compliance with the policies and regulations of THE UNIVERSITY, and in compliance with all accepted and approved methods and practices of computer programming, information systems, and best business practices.

- c) Records. CONSULTANT agrees to keep accurate and complete records, which shall remain the property of CONSULTANT. THE UNIVERSITY has the right to copy, at their own expense, any records or preserved materials relating to services rendered by CONSULTANT upon the termination of this Agreement.
- d) Personal Expenses. CONSULTANT agrees to be responsible for all personal expenses, business expenses, travel expenses, and professional expenses, including but not limited to off-site office rent, supplies, clerical assistance, telephone expenses, income taxes, sales taxes, payroll taxes, membership fees and dues, convention and seminar expenses, meetings, meals, lodging, travel expenses, medical insurance, disability insurance, life insurance, workers compensation insurance, or any benefit incurred by CONSULTANT, unless specifically requested by THE UNIVERSITY.
 - (1) CONSULTANT agrees that THE UNIVERSITY has the right to provide reimbursement for supplies, software, equipment directly related to contractual performance that are to remain the property of THE UNIVERSITY, as well as fees and seminar expenses incurred by the CONSULTANT at the request of THE UNIVERSITY.
- e) Travel. CONSULTANT agrees to travel as necessary to perform contractual duties and obligations as delegated by THE UNIVERSITY. All travel expenses are the expressed responsibility of CONSULTANT.
- f) Conflicts of Interest. The CONSULTANT certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.

- 5. MAXIMUM LIABILITY. In no event shall the maximum liability of the UNIVERSITY under this agreement exceed \$156,000.
- 6. TERM OF AGREEMENT. The term of this agreement shall be April 15, 2003 through April 14, 2004.
- 7. NONDISCRIMINATION. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8. TERMINATION FOR CAUSE. If the CONSULTANT fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.

9. LOSS OF FUNDING. CONSULTANT agrees that this contract is dependent upon funding from the Tennessee Department of Safety in the form of a contract between that agency and the University of Tennessee and that should that funding be terminated, this agreement between MeadMJ, LLC and The University of Tennessee would be terminated. In the event of termination Consultant would be paid for all approved work to the date of notice of termination.
10. NOTICES. All notices and other communications between the parties shall be deemed sufficiently given when hand delivered or sent by prepaid United States mail or other recognized carrier, addressed as follows:

a. If to University: Mr. Robert Russell
The University of Tennessee
The Center for Transportation Research
2360 Cherahala Blvd.
Knoxville, TN 37932

b. If to Consultant: Ms. Fran Watkins
MeadMJ, LLC
7051 Highway 70 South
Nashville, TN 37221

MeadMJ, LLC

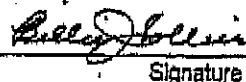

Signature

Michael J. Meador
Name

Principal Managing Partner
Title

4/8/03
Date

THE UNIVERSITY OF TENNESSEE


Signature

Dr. Billie J. Collier
Name

Associate Vice President for Research
Title

MAR 27 2003
Date

AMENDMENT NUMBER 1

to

CONSULTING SERVICES AGREEMENT

THIS AMENDMENT No. 1 by and between The University of Tennessee, with offices in Knoxville, Tennessee (hereinafter referred to as the "UNIVERSITY") and MeadMJ, LLC, located in Nashville, Tennessee (hereinafter "CONSULTANT") and

WHEREAS, UNIVERSITY wishes to extend additional time and funding for the CONSULTANT's research effort.

NOW THEREFORE, both parties hereto agree to the following amendment:

Provision 5 of the Consulting Services Agreement shall be amended to read:

In no event shall the maximum liability of the UNIVERSITY under this agreement exceed \$294,000.

Provision 6 of the Consulting Services Agreement shall be amended to read:

The term of this agreement shall be April 15, 2004 through April 14, 2005.

ALL OTHER PROVISIONS shall remain in full force and effect.

MEADMJ, LLCBy: Name: Michael J. MeadorTitle: Principal Managing PartnerDate: 4/30/04**THE UNIVERSITY OF TENNESSEE**By: Name: Billie J. CollierTitle: Associate Vice PresidentDate: 4/29/04